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**Agreement
between**

**NORTHERN ILLINOIS BUILDING
CONTRACTORS ASSOCIATION**

MASON CONTRACTORS

and

**ROCKFORD CHAPTER
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL #6 IL
4477 Linden Road - Suite C
Rockford IL 61109
815-874-1817**

**Edward L Tegland
President**

**TRADES
Bricklayers, Pointer-Cleaner-Caulkers, Stone Mason**

**JURISDICTION
Boone, Carroll, JoDaviess, Lee, Ogle, Stephenson, Whiteside and Winnebago
Counties**

**EFFECTIVE: June 1, 2000
EXPIRES: May 31, 2005**

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT made effective the 1st day of June, 2000, through May 31, 2005 by and between the Northern Illinois Building Contractors Association, Inc. and the Mason Contractors of Boone, Carroll, JoDaviess, Lee, Ogle, Stephenson, Whiteside and Winnebago Counties (Employers), party of the first, and the Bricklayers and Stonemasons of Local No. 6, Illinois, Rockford Chapter, of the International Union of Bricklayers and Allied Craftworkers of America (Employees), party of the second part, for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes which may arise from time to time between Employer and Employee in the Bricklaying and Stonemasonry Trade in the jurisdiction of Local No. 6, Illinois, Rockford Chapter.

ARTICLE I **UNION RECOGNITION/UNION SECURITY**

SECTION A - UNION RECOGNITION

The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its employees in the classifications of work falling within the jurisdiction of the Union, as defined in this Agreement, and in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provided for in the Labor Management Relations Act of 1947, as amended.

SECTION B - UNION SECURITY

No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, has given the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

SECTION C

The Union agrees to use its best efforts to enforce Article XVI and Addenda A & B with all signatory contractors.

ARTICLE II **DISCRIMINATION**

Neither party to this Agreement shall discriminate against any Employee or Employer covered by this Agreement by reason of said person's race, color, religious affiliation, national origin or any other similar basis.

ARTICLE III **LEGALITY**

Should any of the terms and conditions of this Agreement be found in violation of any Federal and State laws, based on final court decisions or rulings of authorized governmental agencies, then such terms and conditions shall become void and ineffective immediately on written notice to this effect from one party to the other, but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE IV **PRE-JOB CONFERENCE**

If the Union or the Employer elects a pre-job conference prior to commencement of work, it shall be held. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen required in the trade, the probable starting date, and the duration of the job.

ARTICLE V **PAYMENT OF WAGES**

SECTION 1

Pay day shall be every week before quitting time and no more than three (3) days work shall be held back for making out payroll. Such pay must be received on or before the due date.

SECTION 2

Employers shall furnish Employees with a weekly statement, showing the name and address of the Employer, name of the Employee, the pay week ending date for which the Employee is being paid, the amount of gross pay and any and all authorized deductions individually itemized, number of hours worked during that period, and the net amount of pay, which the Employer may note with indelible pencil, ink or typewriter, upon a special statement, the current pay envelope or check stub.

SECTION 3

When an Employee is discharged or laid off, he shall be paid at once. If he has to wait for his money, his waiting time must also be paid for as though he was working. When an Employee quits of his own accord, he shall receive his pay no later than the next regular payday.

SECTION 4

Should an Employee fail to receive his wages on payday, he shall report the same to the Union with all the facts concerning the case. The Union shall immediately investigate the claim and report to the joint grievance board and if the joint grievance board finds that the wages have been "Improperly Paid" and the matter is not resolved at the grievance hearing, the Union will be permitted within one day to withdraw its members from any Employer who fails to make the payments required by this agreement, or the grievance is resolved. Any Employee who loses time from work because of failure of his Employer to pay said wages/fringe benefits as required by this agreement shall be reimbursed by the Employer for time lost by reason thereof at his/her regular hourly rate of pay. Thereafter, the Employees shall be permitted to return to their jobs without discrimination or reprisal.

SECTION 5

Any Employee that is injured on the job shall be allowed reasonable time for medical attention without loss of time for that day.

SECTION 6

Where Composite Crews contain members of the bargaining unit, the highest base rate of the trades involved will apply to all individuals in the crew.

SECTION 7

A Bricklayer to be laid off at the end of a workday shall be notified, paid and terminated.

ARTICLE VI **WORKING HOURS**

SECTION 1 - WORK DAY

Eight hours between the hours of 8:00 AM and 4:30 PM shall constitute a day's work. These hours may be altered only in case of emergency or as otherwise provided in this agreement. Any change in working hours may be subject to a review of the Grievance Board.

SECTION 2 - WORKWEEK

The workweek shall be forty (40) hours, Monday through Friday inclusive.

SECTION 3 - OVERTIME WORK

- A. Sundays and Holidays shall be considered overtime and paid for at double the hourly rate.
- B. All work with the exception of Sundays and Holidays that is outside the regularly scheduled work day or on Saturday, shall be considered overtime and paid for at one and one-half (1 1/2) times the hourly rate. Exceptions to the overtime provisions are specified below under shift work and summer hours.
- C. All work to be performed before / after regular scheduled workday, Saturday, Sunday and Holiday work need to be reported to a union representative 24 hours prior to such work.

SECTION 4 - SHIFT WORK

In case of two (2) or three (3) shift jobs:

- A. Two (2) Shift jobs:
 - 1st Shift-Regular eight (8) hours pay.
 - 2nd Shift-Seven (7) hours work and paid for eight (8).
- B. Three (3) Shift jobs:
 - 1st Shift-Regular eight (8) hours pay.
 - 2nd Shift-Seven (7) hours work and paid for eight (8).
 - 3rd Shift-Seven (7) hours work and paid for eight (8).
- C. Overlapping of shifts shall not be permitted.
- D. Holidays: Recognized Holidays as stated above means New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 5 - EMERGENCIES

The working hours as specified in this Article may be spread only when the employment situation deems it necessary and then only after a meeting of the Grievance Board, with the Union to make the final decision.

SECTION 6

A flexible start between the hours of 6:00 AM and 8:00 AM is permissible with concurrence of the Business Agent.

ARTICLE VII **SHOW UP TIME**

Weather permitting, Employees that have not been notified to the contrary shall be paid for a minimum of two (2) hours providing they report to work. If not notified to the contrary by the Employer, the Employee is expected to report to work. If the Employee reports at the regularly scheduled time and is not precluded from working by weather conditions, he is then entitled to two hours(2) show-up time at the regular rate of pay.

- A. When an Employee begins work after the regularly scheduled start of the workday, he shall be paid solely on the basis of the total hours worked.
- B. When an Employee begins work at the regularly scheduled time and works less than two (2) hours he is entitled to two (2) hours pay; when an Employee works over two (2) hours, he shall be paid a minimum of four (4) hours pay; when an Employee works more than four (4) hours, he shall be paid a minimum of six (6) hours pay; and when the Employee works more than six (6) hours, he shall be paid a minimum of eight (8) hours pay.

ARTICLE VIII **SUBCONTRACTORS CLAUSE**

The Employer may not subcontract work historically done by members of Local #6, Bricklayers & Allied Craftworkers to any subcontractor not party to this Agreement.

ARTICLE IX **TOOL SHED, SCAFFOLDS, SANITATION AND GENERAL WORKING CONDITIONS**

SECTION 1 - TOOL SHED

Any contractor or Employer employing five (5) or more Journeymen shall provide a, suitable tool house where the Employees change their clothes and store their tools with safety. This section shall not apply to jobs that can be finished in less than six (6) days.

Employers shall be responsible for loss of bricklayers' tools due to fire or theft from tool shed.

SECTION 2 - SAFETY REGULATIONS

All laws as to safety regulations and requirements, whether state or federal shall be strictly observed by both Employer and Employees. Employees shall furnish hard hats and wear them at all times.

SECTION 3 - LADDERS

Contractors shall furnish a ladder wherever men are working on a scaffold five (5) feet or more in height.

SECTION 4 - SCAFFOLDS

- A. All scaffolds to be not less than four (4) feet wide with eighteen (18) inches between wall and material. In no case shall the scaffold plank, where the employee stands to work, be above the wall to be worked upon.
- B. All planks and scaffolding equipment must be sound and safe to work upon.
- C. All scaffolds must be covered when there are men working overhead.
- D. No block foot scaffolds over eighteen (18) inches in height shall be used; the exceptions to this ruling is as follows: Foot scaffolds of twenty-six (26) inches in height maximum, if needed for topping out of walls.
- E. Mortar boards shall be at least sixteen (16) inches high and placed not more than eight (8) feet apart.
- F. All swinging scaffolds shall have a rigid handrail held securely in place and safety ropes must be attached.
- G. In no case shall workmen be laid off to permit stocking up of scaffolds.
- H. ~~Protection: Suitable covering of planking shall be provided as protection for~~ bricklayers when work of any nature is going on overhead.
- I. No bricklayer will be required to use a hand held partner saw on scaffolding.

SECTION 5

Suitable toilet facilities shall be provided on all jobs and sanitary toilets shall be provided on all commercial jobs where practical.

SECTION 6

Drinking water shall be provided in a closed container with sanitary drinking cups and shall be available at all times when men are working on any project. Between the months of May and August, sufficient ice shall be supplied to keep water cold.

SECTION 7

A suitable place to eat lunch at noon shall be provided and with heat in winter months when four or more men are working on any project.

SECTION 8

When salamanders are used inside, they must be clean and smoke free and the area must be properly ventilated.

SECTION 9

Dry "power saws" must have tube and suction fans connected to the outside of the building so that the room will be free from the dust grindings. Use of all dry saws (partner saws, table saws, grinders, etc.) shall comply with all OSHA standards.

SECTION 10

Wet "power saws" shall be properly grounded. Warm water shall be used in cold weather, goggles, rubber apron, and rubber gloves shall be provided if the job warrants. Power saws shall have standard safety features.

SECTION 11

The cutting of all masonry units to be laid by the Masons whether cut by hand or mechanical means, is the work of members of the BAC of America.

SECTION 12

Concrete Blocks over eight (8) inches in width and/or sixteen (16) inches in length, fluted blocks eight (8) inches in width and greater shall be laid as a team from the first course. The only exception being a bricklayer building a lead or corner.

SECTION 13 - USE OF LINE

The line on brick work shall be put up one course at a time, except in the case of obstruction. A line shall be used on both sides of walls nine (9) inches or over. The line shall not be raised before all brick are walled up for the next course. The Employer shall furnish the lines.

SECTION 14 - WORKMENS COMPENSATION

The Employer shall carry Workmen's Compensation Insurance in the amount required by the State of Illinois and shall in addition pay tax necessary to secure for all Employees the benefits of the Illinois Unemployment Compensation Insurance Act irrespective of the number of Employees employed.

SECTION 15 - ACCESS TO JOBS

A representative of the Union, acting in his official capacity as a representative, shall have reasonable access to all jobs where Employees covered by this Joint Agreement are employed.

SECTION 16

On any job where special clearance or pass is needed as a condition of entry, such as security or any other reason, the contractor shall attempt to make arrangements for the Union representative to get such clearance.

SECTION 17

Where composite crews contain members of the bargaining unit, the highest base rate of the trades involved will apply to all individuals in the crew.

SECTION 18

One (1) break with a maximum length of ten (10) minutes in duration shall be allowed to the Employee at a time designated by the Employer between 9:00 AM and 11:00 AM.

SECTION 19

Corner Poles, speed leads, and dead men, can be used on all residential work, and on one story height commercial if requested by the Employer.

SECTION 20

At the end of the work day, employees should be allowed a reasonable time for cleaning of tools and the contractor's equipment so that they can reasonably complete this activity prior to the conclusion of the regularly scheduled work day.

ARTICLE X **TOOLS AND MATERIALS**

SECTION 1

Employees shall have the right to use all tools they consider necessary in the performance of their work.

SECTION 2

Employees shall carry sufficient tools to properly execute their work.

SECTION 3

Employers shall furnish all power tools, and any special cutting tools and keep them in a safe operating condition, and to be operated solely by the bricklayer and/or stone masons.

SECTION 4

Employers will furnish all necessary safety equipment and tools for welding.

SECTION 5

There shall be no limitation as to the amount of work a man shall perform during a work day.

ARTICLE XI **FOREMAN**

SECTION 1 – QUALIFICATIONS

No person shall act as foreman unless he is a skilled and competent craftsman and a journeyman member of the international union, subject to union security.

SECTION 2 – DUTIES

The Foreman shall be the agent of the Employer, with authority to hire and discharge.

SECTION 3

When a Foreman is the sixth man on the job, he shall not be compelled to work with his tools.

ARTICLE XII **STEWARD**

The Steward, whose job it is to see that the terms and conditions of this Agreement are adhered to, shall be the first bricklayer assigned to a particular job site, with the exception of the Foreman, and shall be the last to be laid off with the exception of the Foreman. There shall be a Steward on all jobs within jurisdiction of BAC Local #6 IL. On operations where only one member is employed that employee shall act as Steward, and assume the responsibilities of the Steward.

The Steward shall not be discriminated against for the performance of his duty to the Union. Any such discrimination will be immediately submitted to the Joint Arbitration Board for resolution.

ARTICLE XIII **APPRENTICES**

SECTION 1

Apprentices shall be under the supervision of the Joint Apprentice Committee and assigned to Contractors requesting an Apprentice and shall be governed by the Apprenticeship Standards as set forth for this jurisdiction.

SECTION 2

Apprentices shall abide by all the conditions of this Joint Agreement, the same as Journeymen, except as to wages which are set forth elsewhere in this Agreement.

SECTION 3

Apprentices are not to be laid off; if the Employer has work for more than one bricklayer (journeyman) not to include foreman or supervisory personnel, then the second man must be the assigned apprentice.

SECTION 4

Apprentice is required on any job having five or more Journeymen employed for four (4) months or more.

SECTION 5

Apprenticeship rates:

<u>IMI school</u>		<u>without school</u>
60%	1 st 6 months	50%
65%	2 nd 6 months	50%
70%	3 rd 6 months	70%
75%	4 th 6 months	75%
80%	5 th 6 months	80%
90%	6 th 6 months	90%

ARTICLE XIV **LOCAL EMPLOYMENT**

Members of Local No. 6, Rockford Chapter (Journeymen and/or Apprentices), shall be given preference on all work performed within the jurisdiction, as so defined in this Agreement. Traveling contractors shall be permitted to bring in one (1) key person. If the Local can not supply the required workmen, then the contractor shall have the privilege of hiring qualified workmen from wherever available so long as they are members in good standing and clear into the area prior to going to work on any job.

The local union does not operate an exclusive hiring hall, nor does its contract with employers provide for a referral system. Employers are required to notify the union first for new employees.

Employees may seek and obtain employment as they wish without having to register on any union availability list, or get union permission.

As an accommodation to employees, job opportunities that become known to the union hall will be offered to the listed unemployed.

The method of application shall be uniformly applied to all applicants, which may be either by telephone or in person.

The Employer has the right to reject and referred applicant except for unlawful reasons.

The Employer as well as the Employee shall notify Local No. 6 within forty-eight (48) hours of employment or of termination of employment of any unit Employee.

In the event Local No. 6 IL is unable to fulfill the requisition of an Employer within forty-eight (48) hours after such requisition is made by the Employer for Employees, (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly at the job site. In such event, the Employer shall notify the local of the names and dates of such hirings.

ARTICLE XV

TRADE JURISDICTION / SCOPE OF WORK

This Agreement shall cover new construction, maintenance, repair and renovation within the following State Counties or portions thereof: Boone, Carroll, JoDaviess, Lee, Ogle, Stephenson, Whiteside and Winnebago.

SECTION 1 – BRICKLAYING MASONRY

A. Bricklaying Masonry shall consist of the laying of bricks made from any material in, under, or upon any structure of form of work where bricks are used, whether in the ground, or over its surface, or beneath water; in commercial building, rolling mills, iron works, blast or smelter furnaces, stoves, lime or brick kilns; in mines or fortifications; and all underground work, such as sewers, telegraph, electric, and telephone conduits. All fireproofing, blockarching, terra cotta cutting and setting, the laying of all tile, mineral-rol, cork blocks, glass masonry, aerated autoclave concrete or other lightweight masonry units or products, or any substitute for such material; post tensioning of masonry or other products or materials described in this Article, installation and repair of lintels, door and window frame setting, setting of shelf angles, grouting, and all uses of metal lath related to masonry or other products or materials described in this Article; the laying of all pipe sewers or water mains and the filling of all joints on the same when such sewers or conduits are of any vitreous material, burnt clay, or cement, or any substitute material used for the above purpose; the setting, pointing, and striking joints of cut stone and artificial stone, and setting, cutting, and trimming either with hand or power tools of fire brick, terra cotta, and hollow tile and the pointing up of all brick, stone, or terra cotta on new and old buildings. All brick paving and grouting.

B. Bricklaying Masonry shall also consist of installations of all brick work and other refractory materials with reference to the installation of boilers,

furnaces, and stoves, and their brick work, or refractory material repairs and replacements, and all other construction where firebrick or other refractory materials are used, including with the use of a hand dipper and including all boiler baffles, made of tile or refractory materials; the installation and removal of scaffolding and bracing for repair and patchwork in coke battery ovens; all aspects of the operation of a gunite machine of any type or brand, including but not limited to the work of the operator and the work known as the nozzle end; the trimming of gunite material and the trimming of all other plastic and ram materials; the installation of all attachment devices through any method, whether welding, bolting, or otherwise, in all refractory applications. All plastic or poured refractory materials whenever used, including boiler baffles, shall be performed by and under the supervision of a bricklayer.

C. Bricklaying Masonry shall also consist of the installation of nail on brickwork and of all panels fabricated with such chemical compounds as thickols, epoxy resins, polyesters, etc., adaptable for use in the masonry industry.

D. Bricklaying Masonry shall also consist of the laying of all rip rap, rubble work, flagstone, pavers, and all other paving materials and units, with or without mortar, setting all cut stone, marble, slate, or stonework (meaning as to stone, any work manufactured from such foreign or domestic products as are specified and used in the interior or on the exterior of buildings, and customarily called "stone" in the trade).

E. Bricklaying Masonry shall also consist of cutting all shoddies, broken ashlar or random ashlar that is roughly dressed upon the beds and joints, and range ashlar not over ten inches in height; the dressing of all jambs, corners and ringstones that are roughly dressed upon the beds, joints, or reveals, and the cutting of a draft upon same for plumbing purposes only. This is to apply to all work on buildings, sewers, bridges, railroads, bulkheads, breakwater jetties, playgrounds, parks, landscaping and curbing, or other public works, and to all kinds of stone, particularly to the product of the locality where the work is being done, and the same shall be considered stone-masonry. Stonemasons shall have the right to use all tools, which they consider necessary in the performance of their work. The cutting, setting, and pointing of cement blocks and all artificial stone, or marble, either interior or exterior when set by the usual custom of the stone mason and the marble setter. All cement that is used for backing up external walls, the building of party walls, columns, girders, beams, floors, stairs and arches, and all material substituted for the clay or natural stone products; the cutting, setting and pointing of all concrete prefabricated slabs, regardless of dimension size; and the setting and anchoring, regardless of type or method, of any precast concrete panels, prefabricated brick panels, and prefabricated stone panels; the installation of caulking and backing thereof where at least one of the

surfaces is masonry, the laying and setting of conduit of either clay or concrete which carries either steam or water piping and the joints are of any plastic material, the installation of cork or other material used for insulation purposed when laid in asphalt or similar plaster material including the cutting and fitting thereof, and preparation and installation of accoustone and material of similar character. Whenever any of the foregoing requires welding, it shall be done by bricklayers, stone masons, and concrete product specialists.

The use by bricklayers of mechanical mortar spreaders and caulking guns with high bond epoxy mortars shall be allowed at the sole discretion of the Employer, as shall all other devices when approved by the Employer and the Union.

- F. Leveling Off: Bricklaying Masonry shall also consist of the leveling off of all footing stone when done on the building site.
- G. Cutting, Bedding and Setting: Bricklaying Masonry shall also consist of cutting of all window and door openings, joist holes, and other openings of any sort in any wall, floor, ceiling roof, structure, or part of structure comprised of brick, block, stone, tile, or any other masonry product; bedding and setting of all iron plates, lintels, and grillage beams; and the setting of filter plates whether they be bedded, grouted, clamped, or caulked.
- H. Bricklaying Masonry shall also consist of all work assignments in the pre-assembly and complete installation of all exterior and interior artificial and natural masonry products of any size or dimension whether set individually or in pre-assembled panels which may have metal or concrete backing, whether set with cement mortar, high strength adhesives, or secured by bolting or welding to plates set in all types of concrete or attached to steel frame structures, whether set by hand or with any type of mechanical systems. Pre-assemble work assignments shall include, but not be limited to, the preparations of steel frames or precast concrete back up panels, the drilling of holes, cutting, fitting, and fastening of artificial and natural masonry product units to steel frames or back up precast by bolts, clip anchors, pins, including any welding, as well as the complete application or installation of insulating, caulking, and/or waterproofing materials. Installation work assignments shall include, but not to be limited to, unloading, selecting, or shaking out of artificial and natural masonry products for erection, hooking on, signaling, laying out, cutting, fitting, bedding, landing, setting, leveling, plumbing, aligning, anchoring, installation of any steel clips, relief or support angles, as well as the installation of metal grid or strut stone supports (including bolting and/or welding), grouting, patching, cleaning, and installation of gaskets or packing and caulking. For those Employers which have historically

performed work as described in this paragraph and have done so with composite crews of bricklayers and other employees, such composite crews may continue to be used in the same manner as previously but all such work shall be under the supervision of a bricklayer.

- I. Foundations and Walls: All foundations and walls, whether of brick, block, stone, or other masonry unit or product, shall be performed by and under the supervision of a bricklayer.
- J. In addition, all assignments mutually agreed upon between the Employer and the Union as well as all other work assignments on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of the Agreement.
- K. The use by bricklayers of temporary frames, templates, falsework, corner poles, and plumb lines may be used on all types of construction at the sole discretion of the Employer, said production aids to be installed by bricklayers.
- L. It is understood that it may be necessary for Bricklayers to assist in setting and erecting scaffold from time to time.

SECTION 2

The following is the jurisdiction of work of the classification of specialists known as Concrete Block Layers, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. This classification shall include the cutting, laying, pointing, caulking, grouting, reinforcing (whether with rebar or otherwise), and cleaning of all concrete block units, or similar units or substitutes, regardless of the size, and the handling and application of the loose aggregate, and shall include all sewer work eight inches or over, composed of cement, clay, or substitute material. It shall include fabrication at the plant and setting on the job of all masonry components.

SECTION 3

The following is the jurisdiction of work of the classification of specialists known as Sewer and Manhole bricklayers, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. Sewer masonry shall consist of the building, including leveling, of manholes, catchbasins, cisterns, arches for sewers, septic tanks, and vaults for sewer or drain systems, either of brick, stone, concrete blocks and substitutes, and all sewer pipe or other pipe of eight inches or over in diameter, and the pointing, caulking, and pouring of pipe joints except of a metallic nature. Also the laying and setting of conduit of clay or concrete or any non-metallic pipe or conduit which carries steam, gas, water, pipes, cable or wire.

SECTION 4

The following is the jurisdiction of work of the classification of specialists known as Aerated Autoclave Concrete Installers, which is within the work jurisdiction of the Union.

This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. This classification shall include the setting, laying, cutting, placement, rigging, and installation by any method of aerated autoclave concrete or similar units or substitutes, and the finishing of such.

SECTION 5 – POINTING, CAULKING AND CLEANING

- A. The following is the jurisdiction of work of the classification of specialists known as Pointers, Caulkers, and Cleaners, which is within the work jurisdiction of the Union. This classification shall in no way be construed as to deny the bricklayer the right to do any or all of the same work. This classification shall include: pointing, striping, grouting, polymer, and sealant injection, caulking, cleaning, restoration and repair of all types of masonry and other building facing materials including: concrete, steel, aluminum, porcelain, enamel and window frames constructed thereof and any other substance which may be used in the construction of building of any type, nature or description; including all grinding and cutting out on such granite work, sandblasting, steamcleaning and hand washing. The pointing, cleaning and weatherproofing of all buildings, grain elevators and chimneys, all such structures or part of structures, built traditionally or contractually to members of the Union and all servicing or work relating to the process described above and below.
- B. **Caulking of Joints** – Installation of backer rods, bond breaker tape, fire proofing material, priming joints, mixing caulking, loading bulk guns, caulking masonry and concrete, expansion and control joints, window perimeters, door frames, access panels, louvers, top of masonry walls and steel ceiling deck or steel beams or concrete beams, all drift material, fire proof back-up on expansion and control joints, tooling joints, performing all clean-up.
- C. **Re-Caulking** (additional assignments) – Cutting out old material, cleaning, grinding, scraping joints and priming, re-caulk.
- D. **Scaffolding** – The assembly and hanging of all types of scaffolding, including: setting up the guard rails, electric motors, wire or rope cable, rope falls, electric cables and other miscellaneous swing scaffold equipment. Installation of C-hooks, out riggers, beams, counter weights, parapet clamps and the like. All rigging and safety tie backs. Installation of life lines and other fall-arrest procedures and equipment. All moving and relocation of swing scaffolding. Daily inspection of rigging and swing scaffolding equipment. Operation of man-lifts and other hydraulic scaffolding aerial lifts.

Set up pipe scaffolding. Set-up, moving and tearing down of creeper (smokestack) scaffolding.

- E. **Restoration of All Structures** – Including but not limited to: Building inspections and surveys, chemical cleaning, water blasting, steam cleaning, other types of power washing and hand cleaning. Dry-cleaning, sand blasting, power cleaning with limestone dust and crushed glass, etc. Installation and operation of all systems that collect any materials after use. Paint stripping, chemical or mechanical. Cutting out joints by power or hand method, mixing mortars, pointing, repointing, scrub, Manchester grouting, striping, drilling, pinning, anchoring masonry material. Selective captured demolition for replacement with same or like materials, rebuilding of masonry, cutting of steel and welding operations. Brick and stone replacement – Dutchman, torch cutting and welding as related to masonry repairs, shelf angle and Lintel replacement, flashing and anchoring, epoxy anchoring. Brick and stone patching – including all preparatory work, chipping, sawing, clean up and coating. Masonry and concrete chimney and smoke stack repair, terra cotta repairs and replacement, toothing of brick and stone, application of clear repellent waterproofing, application of cement base or acrylic coating. Mold making and fabrication of specialty masonry and stone items. Installation of fiberglass, plastic gypsum, reinforced concrete and vinyl substitutes, operating chipping guns or hammers, electric power tools and other equipment necessary.
- F. **Concrete Waterproofing & Restoration** – Repoint and restore all concrete buildings, blast tracking, sandblasting, hydro-blasting, etching and other abrasive methods of preparing the substrate. Captured demolition of concrete debris, sawing, chipping, cleaning, removal of deteriorated reinforcing rods, epoxy injection, drilling and installing ports. Performing minor structural repairs, coating and welding where required, install forms, pour material and finish, grouting – hand and power.
- Patching with concrete and other various patching compounds, all gunite or shotcrete preparation and application, mixing patching material, application of epoxy or other chemical coatings on non-slip aggregates. Application of three-part coatings used for pedestrian or aesthetic value, trowel, roll and spray deck topping including the broadcasting of sand or silica. Coating of all joints, cutting and recaulking, waterproofing the substrate of exterior surface by whatever method, operate power equipment, chipping guns, air hammers, power tools and other tools necessary, including epoxy and foam injection pumps, all preparation for gunite or shotcrete work.
- G. **Waterproofing** – The application of waterproofing materials by brush trowel or spray on applications.

All the above-described work shall be performed only by employees covered by this agreement.

ARTICLE XVI **BONDING**

The Employer shall deposit with the Union a surety bond to insure that the Employer makes prompt payment of wages, fringe benefit payments and maintains his Workmen's Compensation and Unemployment Compensation coverage as set forth in this Agreement. Members of the Northern Illinois Building Contractors Association shall be exempt from providing or posting such a bond.

<u>Number of Bricklayers</u>	<u>Amount of Bond</u>
1 – 3 Bricklayers	\$ 5,000.00
4 – 6 Bricklayers	\$10,000.00
7 or more Bricklayers	\$15,000.00

ARTICLE XVII **GRIEVANCE PROCEDURE**

SECTION 1 - Initial Determination

Any dispute of any type concerning the interpretation or application of this Agreement between an employer and the union shall be adjusted by the particular employer and the union in the first instance, within ten (10) days, if possible.

SECTION 2 - Negotiating Committee

In the event the matter is not settled, it shall within fifteen (15) days, be referred to the negotiating committee consisting of three (3) employer representatives, selected by the Association and three (3) union representatives, selected by the union. The determinations of the negotiating committee shall be governed by majority vote with each member in attendance having one (1) vote.

SECTION 3 – Arbitration

Should the negotiating committee be unable to resolve the matter, then the union or the employer may refer the matter to arbitration by so notifying the other party involved. The union shall submit the names of five (5) arbitrators, and the employer shall have the right to select one (1) of the arbitrators listed in the notice or, similarly, to submit an alternate list of five (5) arbitrators to the union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation of Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties

shall, within five (5) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence. The cost of arbitration shall be borne equally by both parties.

SECTION 4

The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hour, fringe benefits are not arbitrable.

SECTION 5 - Conclusiveness and Enforcement

The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the union, employers, Association and employees and all claiming thereunder) shall be one method of resolving such disputes provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XIII **SPECIAL PROJECT AGREEMENTS**

By mutual consent of the Business Agent and the contractor or contractors involved, a Special Project Agreement may be written that alters or modifies conditions within the framework of this agreement.

ARTICLE XIX **INTOXICANTS AND DRUGS**

SECTION 1

Employees are the contractor's most valuable resource and, for that reason, the health and safety of all employees is of paramount concern. Therefore, recognizing the importance of maintaining a safe, healthy working environment for all employees, employers may develop and maintain a drug and alcohol testing program for their employees and supervisory personnel. Testing may be done prior to employment, periodically (defined as no more than one time per individual in any 12 month period), and after a reportable accident (defined as an accident resulting in a death or injury requiring medical attention away from the scene, or significant property damage, estimated at the time of the accident to be \$5,000 or more for replacement or repair). Laboratories selected to perform testing will be NIDA certified. Sale or use of alcohol or

unauthorized prescribed medicines on the employer's property, site of construction, or during working hours shall be grounds for termination of employment. Employees must not report for work after the use of any illegal substance or alcohol (as defined under this policy).

SECTION 2

An applicant for employment with any signatory contractor can be required to submit to and pass a drug test at the employer's expense in order to continue his employment. Should the employer require a new applicant to be drug tested, that applicant shall be placed on the employer's payroll before testing begins. If an employee is notified that the results are positive, he will be paid for time worked and discharged.

SECTION 3

Within three days after notification of a positive drug test result, an employee subject to this policy can request the employer to direct the MRO (Medical Review Office) to authorize testing of the split sample at another NIDA laboratory of the employee's choosing. The cost of analyzing the split sample shall be borne by the employee subject to the testing. If the split specimen analysis is negative, the employer shall reimburse the individual for the cost of that test shall provide that individual with employment immediately.

SECTION 4

Any disciplinary action taken under this policy will be subject to existing collective bargaining grievance procedures.

SECTION 5

Any employee upon request shall receive a certified copy of his / her test results with no cost to the employee.

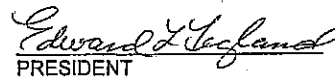
SECTION 6

For purposes of testing, a blood alcohol level of .04 or more is considered a reason for disqualifying employment.

ARTICLE XX **DURATION**

The Agreement shall be effective from June 1, 2000 through May 31, 2005 and shall automatically renew from year to year unless either party gives notice in writing to the other party at least sixty (60) days prior to the contract expiration date that it desires to terminate the Agreement. Notice to modify the contract Agreement with respect to any provision given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

SIGNED THIS 22nd day of May 2000.



PRESIDENT
LOCAL #6 OF ILLINOIS (ROCKFORD CHAPTER)
BRICKLAYERS & ALLIED CRAFTWORKERS INTERNATIONAL UNION



EXECUTIVE DIRECTOR
NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC.

ADDENDUM A **WAGES AND FRINGE BENEFITS**

Counties of Boone, Carroll, JoDavies, Lee, Ogle Stephenson, Whiteside and Winnebago.

EFFECTIVE JUNE 1, 2000 TO MAY 31, 2001

Wage	\$24.50
Health & Welfare	\$ 3.35
International Pension	\$ 1.50
CIF Retirement	\$ 3.46
IMI	\$.35
IL Masonry Promotion	\$.04
Industry Advancement	\$.13
Apprenticeship	\$.05
Total	<u>\$33.38</u>

Wage increase effective	06/01/01	\$1.75 to be allocated
Wage increase effective	06/01/02	\$1.75 to be allocated
		(foreman rate to increase \$.35)
Wage increase effective	06/01/03	\$1.75 to be allocated
Wage increase effective	06/01/04	\$1.75 to be allocated

Union to provide Report Forms for Benefits and all other deductions.

The Employer shall deduct from the wages of each employee who has signed a check-off authorization conforming to federal law, and transmit monthly to the Union (or to any agencies designated by said Union for the collection of such money), the sum for each hour paid which the Union has specified, or specifies from time to time and so advises the Employer in writing, as the portion of each employee's Union dues to said Union, to its International Union, or to any other affiliate of the International Union, subject to check-off. The sums transmitted shall be accompanied by a statement, in a form specified by the Union, reporting the name of each person whose dues are being paid and the number of hours each employee has been paid.

Payment of fringes listed above can be included in ONE check payable to: Construction Industry Funds, Rockford, Illinois. These fringe benefits are to be reported and accounted for on forms supplied by the Construction Industry Funds Office.

Upon thirty (30) days written notice to the Association the union shall be authorized to notify all employers party to this agreement to cease further contributions to the Construction Industry Retirement Fund and thereafter all future contributions shall be made into a defined contribution fund so designated by the Union.

Payment of fringes listed above can be included in ONE check payable to: Bricklayers International Pension Fund. These fringe benefits are to be reported and accounted for on forms supplied by the Bricklayers & Trowel Trades International Pension Fund Office.

It is understood that the following items, the Illinois Masonry Fund, the Industry Advancement Fund, and the International Masonry Industry Promotion Trust are subject to these restrictions.

First, if an employer party to an International agreement or other such agreement chooses to strike the aforementioned funds from his contract the monies otherwise paid into the funds will revert to the employees wage package in full.

ALL NEGOTIATED FRINGES ARE TO BE REPORTED AS WHOLE HOURS

The filling of the forms accounting for all hours worked, and the payment of all negotiated fringes required on a monthly basis; due no later than the fifteenth (15th) day of the month following the month said hours were worked, and are considered delinquent the twenty-fifth (25th) day of the month following the month the hours were worked.

~~It shall be a violation of this Agreement for any Employer to fail to comply with any portion of this Article. An Employer notified as being delinquent in the payment of any of the fringe benefits and/or wages shall, after forty-eight (48) hours, be liable not only for the full payment of all amounts owed to the various funds, but also be assessed an additional ten percent (10%) penalty in liquidated damages for failure to pay in accordance with this Agreement.~~

ADDENDUM B
HEALTH AND WELFARE

The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, the sum of \$3.35 per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement. The Construction Industry Welfare Fund of Rockford, Illinois, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 4477 Linden Road, Rockford IL 61109, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such Business office together with report forms supplied for such purpose not later than the fifteenth (15) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims rising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

Any EMPLOYER failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten (10%) percent of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The EMPLOYER shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the EMPLOYER had made the required contributions, and for all the contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting

payments due, together with any attorney's fees and damages accessed by the Trustees.

The EMPLOYER shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the EMPLOYER as may be necessary to permit the Trustees to determine whether the EMPLOYER is fully complying with the provisions regarding EMPLOYER contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Health and Welfare contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE MONTH THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH (25th) OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this Article for any rule or regulation made by the Trustees administering the Construction Industry Welfare Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Welfare Fund and that such failure has continued for forty-eight (48) hours after an employer has received written notice thereof, the Union may withdraw the employees from such Employer's employment until all sums from the Employer have been paid in full. Such withdrawal of employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove employees from a job is given to the Employer by the Union by registered or certified mail.

ADDENDUM C PENSION

Commencing with the first day of June, 1980 and for the duration of the Agreement, and renewals of extensions thereof, the Employer agrees to make payments to the BTTIPF for each Employee covered by this Agreement, as follows:

For each hour or portion thereof, for which an Employee received pay, the Employer shall make a contribution of \$1.50 to the above named pension fund.

For the purpose of this Article, each hour paid for including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of work in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Trainees, and Probationary Employees.

The payments to the Pension Fund required above shall be made to the BTTIPF, which was established under an Agreement and Declaration of Trust dated July 1, 1972. The Employer hereby agrees to be bound by and to the said Agreement of Trust, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by ~~all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.~~

The Trustees shall have the authority to have an independent Certified Public Account audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the BTTIPF.

If an Employer fails to make the contributions to the Pension Fund by the due dates as set forth in this Agreement for the payment of "Fringe Benefits", the local union shall have the right and obligation to take whatever steps necessary to secure compliance with the Agreement, as outlined in other parts of the Agreement.

The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Service Code so as to enable the Employer to treat contributions as a deduction for income tax purpose.

ADDENDUM D RETIREMENT FUND

The Employer agreed to contribute to the Construction Industry Retirement Fund of Rockford, Illinois, the sum of \$3.46 per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by the Board of Trustees, in accordance with the terms of a Trust Agreement executed as of September 14, 1965. The Retirement Fund maintains a place of Business at 4477 Linden Road, Rockford, Illinois 61109, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office, together with report forms supplied for such purpose, not later than the fifteenth (15th) day following the month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund, each contractor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof.

The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions, pay an additional amount of ten (10%) percent of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

~~The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Funds in enforcing the payment thereof.~~

Final interpretation of the rules and regulations of the Retirement Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of Employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy is discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all costs for collecting

payments due, together with any attorney's fees and damages assessed by the Trustees.

The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, and the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH (25th) OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall be considered wages. The Fund office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Retirement Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due to the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdraw of Employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the Employees who are affected by such stoppage of the work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.

LOCAL UNION NO. 5 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS
4477 Linden Rd., Suite C • Rockford, IL 61109 • Telephone (815) 874-1817 • Fax (815) 874-5123

ADDENDUM "A-1"
ROCKFORD CHAPTER
BRICKLAYERS
JUNE 1, 2000 - MAY 31, 2001

* Wage:	\$24.50
Health & Welfare:	3.35
International Pension:	1.50
CIF Retirement:	3.46
IMI (International Masonry Institute):	.35
IL Masonry Promotion:	.04
Industry Advancement:	.13
Apprentice Training (#6):	.05
TOTAL:	\$33.38

Foreman's wages plus \$1.65

Pre-Cast - Ironworkers #498 base rate plus Bricklayers fringes

* Deduct from wages:	
Journeyman	\$1.06 per hour Dues Check-off
Apprentice	\$.93 per hour dues Check-off

Wage increase effective	06/01/01	\$1.75 to be allocated
Wage increase effective	06/01/02	\$1.75 to be allocated (foreman rate to increase \$.35)
Wage increase effective	06/01/03	\$1.75 to be allocated
Wage increase effective	06/01/04	\$1.75 to be allocated

Apprentice Base Wage Rates: (must add benefits as per journeyman)
with training OR without training

1st 6 months - 60% / \$14.70	1st 6 months - 50% / \$12.25
2nd 6 months - 65% / \$15.93	2nd 6 months - 50% / \$12.25
3rd 6 months - 70% / \$17.15	
4th 6 months - 75% / \$18.38	
5th 6 months - 80% / \$19.60	
6th 6 months - 90% / \$22.05	

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS

4477 Linden Rd., Suite C • Rockford, IL 61109 • Telephone (815) 874-1817 • Fax (815) 874-5123

ADDENDUM "A-2"

**ROCKFORD CHAPTER
 BRICKLAYERS**

JUNE 1, 2001 - MAY 31, 2002

* Wage:	\$25.66
Health & Welfare:	3.40
International Pension:	1.50
CIF Retirement:	4.00
IMI (International Masonry Institute):	.35
IL Masonry Promotion:	.04
Industry Advancement:	.13
Apprentice Training (#6):	.05
TOTAL:	\$35.13

Foreman's wages plus \$1.65

* Deduct from wages:	
Journeyman \$1.11 per hour Dues Check-off	
Apprentice \$.97 per hour dues Check-off	

Wage increase effective 06/01/02	\$1.75 to be allocated (foreman rate to increase \$.35)
Wage increase effective 06/01/03	\$1.75 to be allocated
Wage increase effective 06/01/04	\$1.75 to be allocated

Apprentice Base Wage Rates: (must add benefits as per journeyman)

with training	OR	without training
1 st 6 months - 60% / \$15.40		1 st 6 months - 50% / \$12.83
2 nd 6 months - 65% / \$16.68		2 nd 6 months - 50% / \$12.83
		3 rd 6 months - 70% / \$17.96
		4 th 6 months - 75% / \$19.25
		5 th 6 months - 80% / \$20.53
		6 th 6 months - 90% / \$23.09

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS

4477 Linden Rd., Suite C • Rockford, IL 61109 • Telephone (815) 874-1817 • Fax (815) 874-5123

ADDENDUM "A-3"

**ROCKFORD CHAPTER
 BRICKLAYERS**

JUNE 1, 2002 - MAY 31, 2003

* Wage:	\$26.79
Health & Welfare:	3.75
International Pension:	1.50
CIF Retirement:	4.25
IMI (International Masonry Institute):	.37
IL Masonry Promotion:	.04
Industry Advancement:	.13
Apprentice Training (#6):	.05
TOTAL:	\$36.88

Foreman's wages plus \$2.00

* Deduct from wages:	
Journeyman \$1.17 per hour Dues Check-off	
Apprentice \$1.02 per hour dues Check-off	

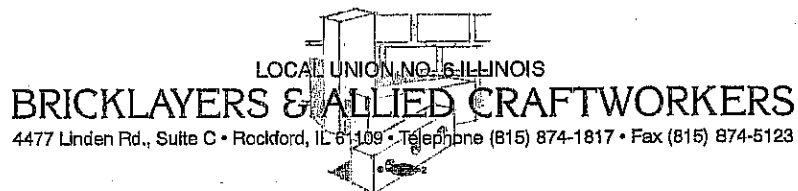
Wage increase effective 06/01/03	\$1.75 to be allocated
Wage increase effective 06/01/04	\$1.75 to be allocated

Apprentice Base Wage Rates: (must add benefits as per journeyman)

with training	OR	without training
1 st 6 months - 60% / \$16.07		1 st 6 months - 50% / \$13.40
2 nd 6 months - 65% / \$17.41		2 nd 6 months - 50% / \$13.40
		3 rd 6 months - 70% / \$18.75
		4 th 6 months - 75% / \$20.09
		5 th 6 months - 80% / \$21.43
		6 th 6 months - 90% / \$24.11

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago



ADDENDUM "A-4"
ROCKFORD CHAPTER
BRICKLAYERS
JUNE 1, 2003 - MAY 31, 2004

*	Wage:	\$27.40
	Health & Welfare:	4.35
	International Pension:	1.50
	CIF Retirement:	4.75
	IMI (International Masonry Institute):	.39
	IL Masonry Promotion:	.04
	Industry Advancement:	.13
	Apprentice Training (#6):	.07
	TOTAL:	<u>\$38.63</u>

Foreman's wages plus \$2.00

*	Deduct from wages:
	Journeyman \$1.22 per hour Dues Check-off
	Apprentice \$1.07 per hour dues Check-off

Wage increase effective 06/01/04 \$1.75 to be allocated

Apprentice Base Wage Rates: (must add benefits as per journeyman)
with training OR without training

1 st 6 months - 60% / \$16.44	1 st 6 months - 50% / \$13.70
2 nd 6 months - 65% / \$17.81	2 nd 6 months - 50% / \$13.70
3 rd 6 months - 70% / \$19.18	
4 th 6 months - 75% / \$20.55	
5 th 6 months - 80% / \$21.92	
6 th 6 months - 90% / \$24.66	

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

BAC LOCAL #6 IL
661 Southrock Drive
Rockford IL 61102
Phone: (815) 963-5311

AGREEMENT

between

**NORTHERN ILLINOIS BUILDING
CONTRACTORS ASSOCIATION**

TILE, MARBLE & TERRAZZO CONTRACTORS

and

**ROCKFORD CHAPTER
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL #6 IL
4477 Linden Road - Suite C
Rockford IL 61109
(815) 874-1817**

Trades:

Tile Layers, Marble and Terrazzo Workers, Tile Masons

Geographic Jurisdiction:

Boone, Carroll, JoDavies, Lee, Ogle, Stephenson,
Whiteside and Winnebago Counties in IL

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EFFECTIVE: June 1, 2001
EXPIRES: May 31, 2006

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made effective the 1st day of June, 2001, through May 31, 2006 by and between the Northern Illinois Building Contractors Association, Inc. and the Tile, Marble & Terrazzo Contractors of Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside and Winnebago Counties (Employers), party of the first part, and the Tile, Marble & Terrazzo Workers & Masons of Local No. 6, Illinois, Rockford Chapter of the Bricklayers & Allied Craftworkers International Union (Employees), party of the second part, for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes which may arise from time to time between Employer and Employee in the Tile, Marble & Terrazzo Workers & Masons in the jurisdiction of Local No. 6, Illinois, Rockford Chapter.

ARTICLE I UNION RECOGNITION / UNION SECURITY

Section 1. UNION RECOGNITION - The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all its Employees in the classifications of work falling within the jurisdiction of the Union, as defined in this Agreement, and in the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers, for the purpose of collective bargaining as provided for in the Labor Management Relations Act of 1947, as amended.

Section 2. UNION SECURITY - No later than eight (8) days following the effective date of this Agreement, all present employees must, as a condition of continued employment, be or become members of the Union; all employees hired after the effective date of this Agreement shall be or become and remain members of the Union no later than eight (8) days following the first day of their employment in accordance with the provisions of Section 8 of the National Labor Relations Act, as amended. Failure of any employee to comply with the provisions of this subsection shall, upon request of the Union, has given to the employee four (4) days notice that his obligation to make payment has not been met and that his delinquency renders him liable to termination under this section. The Employer shall not be obligated to dismiss an employee for non-membership in the Union: (a) if he has reasonable grounds for believing that such membership was not available on the same terms and conditions generally applicable to other members; or (b) if he has reasonable grounds for believing that such membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

ARTICLE II DISCRIMINATION

Neither party to this Agreement shall discriminate against any Employee or any Employer covered by this Agreement by reason of said person's race, color, religious affiliation, national origin or any other similar basis.

ARTICLE III LEGALITY

Should any of the terms and conditions of this Agreement be found in violation of any Federal and State laws, based on the final court decisions or rulings of authorized governmental agencies, then such terms and conditions shall become void and ineffective immediately on written notice to this effect from one party to the other, but all other provisions of this Agreement shall continue in full force and affect.

ARTICLE IV PRE-JOB CONFERENCE

If the Union or the Employer elects a pre-job conference prior to commencement of work, it shall be held. At the pre-job conference, the Employer shall advise the Union of its requirements as to the workmen required in the trade, the probable starting date, and the duration of the job.

ARTICLE V PAYMENT OF WAGES

Section 1. Pay day shall be every week before quitting time and no more than three (3) days work shall be held back for making out payroll.

Section 2. Employers shall furnish Employees with a weekly statement, showing the name and address of the Employer, name of the Employee, the pay week ending date for which the Employee is being paid, the amount of gross pay and any and all authorized deductions individually itemized, number of hours worked during that period, and the net amount of pay, which the Employer may note with indelible pencil, ink or typewriter, upon a special statement, the current pay envelope or check stub.

Section 3. When an Employee is discharged or laid off, he shall be paid at once. If he has to wait for his money, his waiting time must also be paid for as though he were working. When an Employee quits of his own accord, he shall receive his pay no later than the next regular payday.

Section 4. Should an Employee fail to receive his wages on payday, he shall report same to the Union with all the facts concerning the case. The Union shall immediately investigate the claim and report to the Joint Grievance Board for action. Providing that the Grievance Board, within one working day after proper filing of the complaint, finds that the wages have been improperly paid, the Union is permitted to stop any job for nonpayment of wages, and no Employee shall be requested or required to work on said job or any other job of the Employer, until all wages have been paid in full. Thereafter, the Employees shall be permitted to return to their jobs without discrimination or reprisal.

Section 5. Any Employee that is injured on the job shall be allowed reasonable time for medical attention without loss of time for that day.

Section 6. A Tile & Terrazzo employee to be laid off at the end of a work day shall be notified, paid and terminated.

ARTICLE VI WORKING HOURS

Section 1. WORK DAY Eight hours between the hours of 8:00 am and 4:30 pm shall constitute a days work. These hours may be altered only in the case of emergency or as otherwise provided in this Agreement. Any change in working hours may be subject to a review of the Grievance Board.

Section 2. WORK WEEK The work shall be forty (40) hours, Monday through Friday inclusive.

Section 3. OVERTIME WORK

- (A) For mechanics, all overtime to be paid at time and one-half. Sundays and holidays to be paid double time.
- (B) For Masons, all work with the exception of Sundays and Holidays that is outside the regularly scheduled work day or on Saturday, shall be considered over-time and paid for at one and one-half (1 1/2) times the hourly rate. Exceptions to the overtime provisions are specified below under shift work and summer hours. Sundays and holidays to be paid at double time.

Section 4. SHIFT WORK In case of two (2) or three (3) shift jobs:

- (A) Two (2) shift jobs:
- 1st Shift - Regular eight (8) hours pay.
 - 2nd Shift - Seven (7) hours work and paid for eight (8).
- (B) Three (3) shift jobs:
- 1st Shift - Regular eight (8) hours pay.
 - 2nd Shift - Seven (7) hours work and paid for eight (8).
 - 3rd Shift - Seven (7) hours work and paid for eight (8).
- (C) Overlapping of shifts shall not be permitted.

Section 5. HOLIDAYS: Recognized Holidays as stated above means New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it will be observed on the following Monday.

Section 6. EMERGENCIES The working hours as specified in this Article may be spread only when the employment situation deems it necessary and then only after a meeting of the Grievance Board, with the Union to make the final decision.

Section 7. COFFEE BREAKS A coffee break not to exceed ten minutes in length shall be allowed to all employees between the hours of 9:00 am and 11:00 am.

Section 8. SHOW UP TIME Weather permitting, employees that have not been notified to the contrary shall be paid for a minimum of two (2) hours providing they report to work. If not notified to the contrary by the Employer, the employee is expected report for work. If the employee reports at the regularly scheduled time and is not precluded from work by weather conditions, he is then entitled to two (2) hours show-up time at the regular rate of pay.

ARTICLE VII **WORKING CONDITIONS**

Provision for travel time and subsistence allowance for tile, marble and terrazzo workers and finishers shall be under this Agreement as follows and as shown on the map which is attached and made part of this Agreement:

A mileage allowance of \$.25 per mile to the owner-driver of car used. (This \$.25 mileage pertains only to the owner-driver of the car, not to each workman transported to and from jobs.)

Mileage allowance stated above does not apply in the area of circle designated as "A" which is smallest circle on the map. (See map on page 17)

Mileage allowance shall be allowed in the area between Circle "A" and Circle "B", the second largest circle on the map.

Mileage allowance shall be allowed in the area between Circle "B" and Circle "C", the largest circle on the map.

In all cases above where mileage is allowed, it shall start at the city limits of the city of Rockford, Illinois to the job site.

A travel expense of \$17.00 per hour for 06/01/01 through 05/31/04 and \$18.00 per hour for 06/01/04 through 05/31/06 for Tile, Marble & Terrazzo Workers and \$15.00 per hour for 06/01/01 through 05/31/04 and \$16.00 per hour for 06/01/04 through 05/31/06 for Tile, Marble & Terrazzo Masons shall be allowed each day for work performed in the area between Circle "B" and Circle "C" for the duration of the contract.

On work beyond the area of Circle "C" for each day that work is performed, subsistence of \$25.00 per day for 06/01/01 through 05/31/04 and \$30.00 per day for 06/01/04 through 05/31/06 shall be allowed, but when the subsistence is paid, no mileage or travel expense shall be paid. On work beyond the area of Circle "C", if the employee does not remain overnight, the mileage and travel expense provision will prevail.

The contractor shall furnish coveralls on all troweled down epoxy floors.

The contractor shall furnish a trowel notcher.

The contractor shall furnish cutting wheel for tile machine (maximum of 6 per year.)

ARTICLE VIII **APPRENTICES**

Section 1. Apprentices shall be under the supervision of the Joint Apprentice Committee and assigned to Contractors requesting an Apprentice and shall be governed by the Apprenticeship Standards as set forth for this jurisdiction.

Section 2. Apprentices shall abide by all the conditions of this Joint Agreement, the same as Journeymen, except as to wages which are set forth elsewhere in this Agreement.

Section 3. Apprentices are not to be laid off; if the employer has work for more than one Tile & Terrazzo individual (journeyman) not to include foreman or supervisory personnel, then the second man must be the assigned apprentice.

Section 4. All apprentices shall be paid at the following rates:

TILE, MARBLE & TERRAZZO WORKERS APPRENTICESHIP PERCENTAGES:

(must add benefits as per journeyman)	
with training	OR without training
1 st 6 months - 60%	1 st 6 months - 50%
2 nd 6 months - 65%	2 nd 6 months - 50%
3 rd 6 months - 70%	
4 th 6 months - 75%	
5 th 6 months - 80%	
6 th 6 months - 90%	

* Joint Apprentice and Training Fund effective June 1, 2001 contributions of \$.05 per hour worked

ARTICLE IX
PROBATIONARY EMPLOYEES (TILE MASONS)

Any Tile Mason starting June 1, 1998 or after:

FINISHERS PROBATIONARY PERCENTAGES:

1st 6 months - 50% of journeyman scale
2nd 6 months - 70% of journeyman scale
3rd 6 months - 80% of journeyman scale
4th 6 months - 90% of journeyman scale
At the end of 2 full years - Full scale

ARTICLE X
LOCAL EMPLOYMENT

Members of Local No. 6, Rockford Chapter, (Journeyman and/or Apprentices) shall be given preference on all work performed within the jurisdiction, as so defined in this Agreement. Traveling contractors shall be permitted to bring in one (1) key person. If the Local cannot supply the required workmen, then the contractor shall have the privilege of hiring qualified workmen from wherever available so long as they are members in good standing and clear into the area prior to going to work on any job.

The local union does not operate an exclusive hiring hall, nor does its contract with employers provide for a referral system. Employers are required to notify the union first for new employees.

Employees may seek and obtain employment as they wish without having to register on any union availability list, or get union permission.

As an accommodation to employees, job opportunities that become known to the union hall will be offered to the listed unemployed.

The method of application shall be uniformly applied to all applicants, which may be either by telephone or in person.

The Employer has the right to reject any referred applicant except for unlawful reasons.

The Employer as well as the Employee, shall notify Local No. 6 within forty-eight (48) hours of employment or of termination of employment of any unit Employee.

In the event Local No. 6 IL is unable to fulfill the requisition of an Employer within forty-eight (48) hours after such requisition is made by the employer for Employees, (Saturdays, Sundays and Holidays excepted) the Employer may employ applicants directly at the job site. In such event, the Employer shall notify the local of the names and dates of such hirings.

ARTICLE XI
TRADE JURISDICTION

Section 1. SCOPE OF WORK

(A) This Agreement shall cover new construction, maintenance, repair and renovation within the following (State/ Province) counties in the state of Illinois or portions thereof: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside and Winnebago.

(B) This Agreement shall cover all Tile, Marble & Terrazzo Workers and Finishers falling within the jurisdiction of the Union, as defined in the Branches of the Trade, Code 1 of the Constitution, Rules of Order and Codes of the International Union of Bricklayers and Allied Craftworkers which is incorporated herein by reference.

(C) In addition, all other assignments mutually agreed upon between the Employer and the Union on any other building products or systems related to the scope and type of work covered by this Agreement which may be developed in the future that are determined by these parties to fall within the work jurisdiction of this Agreement.

(D) In the event of territorial jurisdiction or work assignment dispute with any other BAC Local Union, the matter shall be referred to the International Union for binding resolution.

ARTICLE XII
COMPOSITE CREW

Where a composite crew is mandated by local or international agreements, employees under this Agreement working in such a composite crew shall receive the highest base wage rate of the various trades composing the crew.

ARTICLE XIII WAGES AND FRINGE BENEFITS

The following constitutes the wage package for Tile, Marble & Terrazzo Workers effective June 1, 2001 through May 31, 2002.

	June 1, 2001 thru May 31, 2002		
*Wage	\$22.84	June 1, 2002	\$1.55 to be allocated
Health & Welfare	3.40	June 1, 2003	\$1.55 to be allocated
International Pension	1.50	June 1, 2004	\$1.60 to be allocated
CIF Retirement	3.00	June 1, 2005	\$1.60 to be allocated
IMI	.31		
Industry Advancement	.04		
Apprentice Training	.05		
Total	\$31.14		

* Wage includes the following deduction:
 \$.99 Journeyman per hour dues Check-off
 \$.87 Apprentice per hour dues Check-off

Foreman - additional \$.25 per hour

The following constitutes the wage package for Tile, Marble & Terrazzo Masons (finishers) effective June 1, 2001 through May 31, 2002.

	June 1, 2001 thru May 31, 2002		
*Wage	\$20.53	June 1, 2002	\$1.35 to be allocated
Health & Welfare	3.40	June 1, 2003	\$1.35 to be allocated
International Pension	1.35	June 1, 2004	\$1.40 to be allocated
CIF Retirement	1.95	June 1, 2005	\$1.40 to be allocated
IMI	.28		
Industry Advancement	.04		
Apprentice Training	.05		
Total	\$27.60		

* Wage includes the following deduction:
 Journeymen \$.89 per hour dues Check-off
 Probation \$.78 per hour dues Check-off

ALL NEGOTIATED FRINGES ARE TO BE REPORTED AS WHOLE HOURS

The filing of the forms accounting for all hours worked, and the payment of all negotiated fringes are required on a monthly basis; due no later than the fifteenth (15th) day of the month following the month said hours were worked, and are considered delinquent the twenty-fifth (25th) day of the month following the month the hours were worked.

It shall be a violation of this Agreement for any Employer to fail to comply with any portion of this Article. An Employer notified as being delinquent in the payment of any of the fringe benefits and/or wages shall, after forty-eight (48) hours, be liable not only for the full payment of all amounts owed to the various funds,

but also be assessed an additional ten percent (10%) penalty in liquidated damages for failure to pay in accordance with this Agreement.

If, during the term of this Agreement, the Union should withdraw legally from a listed fringe benefit, the amount of that contribution would revert to the Employee's check for the duration of this Agreement.

ARTICLE XIV COMMERCIAL WORK

On commercial work a contractor member performing work must employ at least one Tile Layer Journeyman / Apprentice and one Tile Finisher receiving wages and fringes pursuant to this Agreement. These employees are to be supplied by Local #6 for the duration of the project. No contractor may work under the terms of this Agreement without hiring as specified above. (Exception - NIBCA contractors)

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between an employer and the union shall be adjusted by the particular employer and the union in the first instance, within ten (10) days, if possible.

Section 2. Negotiating Committee. In the event the matter is not settled, it shall within fifteen (15) days, be referred to the negotiating committee consisting of three (3) employer representatives, selected by the Association and three (3) union representatives, selected by the union. The determinations of the negotiating committee shall be governed by majority vote with each member in attendance having one (1) vote.

Section 3. Arbitration. Should the negotiating committee be unable to resolve the matter, then the union or the employer may refer the matter to arbitration by so notifying the other party involved. The union shall submit the names of five (5) arbitrators, and the employer shall have the right to select one of the arbitrators listed in the notice or, similarly, to submit an alternate list of five (5) arbitrators to the union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted the parties shall within five (5) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains; the person whose name remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize the time of the essence. The cost of arbitration shall be borne equally by both parties.

Section 4. The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any agreement made supplementary thereto. Wages, hour, fringe benefits are not arbitrable.

Section 5. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the union, employers, Association and employees and all claiming thereunder) shall be one method of resolving such disputes provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

ARTICLE XVI
DURATION

The Agreement shall be effective from June 1, 2001 through May 31, 2006 and shall automatically renew from year to year unless either party gives notice in writing to the other party at least sixty (60) days prior to the contract expiration date that it desires to terminate the Agreement. Notice to modify the contract Agreement with respect to any provision given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

ARTICLE XVII
SPECIAL PROJECT AGREEMENTS

By mutual consent of the Union Representative / Northern IL Building Contractors Association and the contractor or contractors involved, a Special Project Agreement may be written that alters or modifies conditions within the framework of this Agreement.

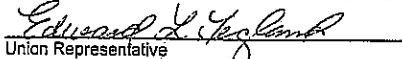
ARTICLE XVIII
INTOXICANTS AND DRUGS

The possession, sale, or use of alcohol or non-prescription drugs on the employer's property, site of construction, or during working hours regardless of the location, shall be grounds for termination. Any employee who reports for work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription" drugs shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription endorsed by a qualified physician for use by named employee in question.

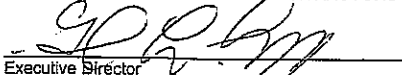
ARTICLE XIX
BONDING

The Employer shall deposit with the Union a surety bond in the amount of \$5,000.00 for 1 - 3 Tile Layers / Masons, \$10,000 for 4 - 6 Tile Layers / Masons or \$15,000 for 7 or more Tile Layers / Masons to insure that the Employer makes prompt payment of wages, fringe benefit payments and maintains his Workmen's Compensation and Unemployment Compensation coverage as set forth in this Agreement. Members of the Northern Illinois Building Contractors Association shall be exempt from providing or posting such a bond.

SIGNED THIS 1st day of June 2001.
BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL #6 ILLINOIS


Union Representative

NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, INC.


Executive Director

HEALTH AND WELFARE

The employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, Illinois, the sum of \$3.40 per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each Employee covered by this Agreement. The Construction Industry Welfare Fund of Rockford, Illinois is administered by the Board of Trustees in accordance with the terms of the Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of Business at PO Box 5803, Rockford, Illinois 61125, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such Business office together with report forms supplied for such purpose no later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

Any EMPLOYER failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions pay an additional amount of ten (10%) percent of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The EMPLOYER shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the EMPLOYER had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages assessed by the Trustees.

The EMPLOYER shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the EMPLOYER as may be necessary to permit the Trustees to determine whether the EMPLOYER is fully complying with the provisions regarding EMPLOYER contributions.

In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Health and Welfare contributions called for in this Labor Agreement and a judgment is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgment.

Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the FIFTEENTH (15th) DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED

DELINQUENT AFTER THE TWENTY-FIFTH (25th) OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The union office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay these or comply with any provisions of this Article for any rule or regulation made by the Trustees administering the Construction Industry Welfare Fund. In the event that a union receives written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Welfare Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the employees who are effected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove employees from a job is given to the Employer by the Union by registered or certified mail.

PENSION

Commencing with the first day of June, 2001 and for the duration of the Agreement, and renewals of extensions thereof, the Employer agrees to make payments to the BTTIPF for each Employee covered by this Agreement, as follows:

For each hour or portion thereof, for which an Employee received pay, the Employer shall make a contribution of \$1.50/\$1.35 to the above named pension fund.

For the purpose of this Article, each hour paid for including hours attributable to show-up time, and other hours for which pay is received by the Employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

Contributions shall be paid on behalf of any Employee starting with the Employee's first day of work in a job classification covered by this Agreement. This includes, but is not limited to, Apprentices, Trainees and Probationary Employees.

The payments to the Pension Fund required above shall be made to the BTTIPF, which was established under an Agreement and Deceleration of Trust dated July 1, 1972. The Employer hereby agrees to be bound by and to the said Agreement of Trust, as though he had actually signed the same.

The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Deceleration of Trust.

The Trustees shall have authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the BTTIPF.

If an Employer fails to make the contributions to the Pension Fund by the due dates as set forth in this Agreement for the payment of "Fringe Benefits", the local union shall have the right and obligation to take whatever steps necessary to secure compliance with the Agreement, as outlined in other parts of the Agreement.

The Pension Plan adopted by the trustees shall at all times conform with the requirements of the Internal Revenue Service Code so as to enable the Employer to treat contributions as a deduction for income tax purpose.

RETIREMENT FUND

The Employer agreed to contribute to the Construction Industry Retirement Fund of Rockford, Illinois, the sum of \$3.00 (Tile Layers), \$1.95 (Masons) per hour worked, calculated to the nearest hour worked (this is the above wage rate) for each Employee covered by this Agreement. The Construction Industry Retirement Fund of Rockford, Illinois, is administered by a Board of Trustees, in accordance with the terms of the Trust Agreement executed as of September 14, 1965. The Retirement Fund maintains a place of Business at PO Box 5803, Rockford, Illinois 61125, or at such other place designated by the Trustees. Contributions of the Employer shall be forwarded to such business office, together with report forms supplied for such purpose, not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund, each contractor shall become party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above shall, in addition to the aforesaid hourly contributions, pay an additional amount of ten (10%) percent of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

The Employer shall be liable for claims to the extent of benefits to which the Employee would have been entitled if the Employer had made the required contributions and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Funds in enforcing the payment thereof.

Final interpretation of the rules and regulations of the Retirement Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in the said Trust Agreement.

In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of Employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all costs for collecting payments due, together with any attorney's fees and damages assessed by the Trustees.

The Employer shall furnish the Trustees, upon request, such information and reports as the Trustees may require in the performance of their duties, including the following: weekly payroll journals, individual earnings records for all Employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

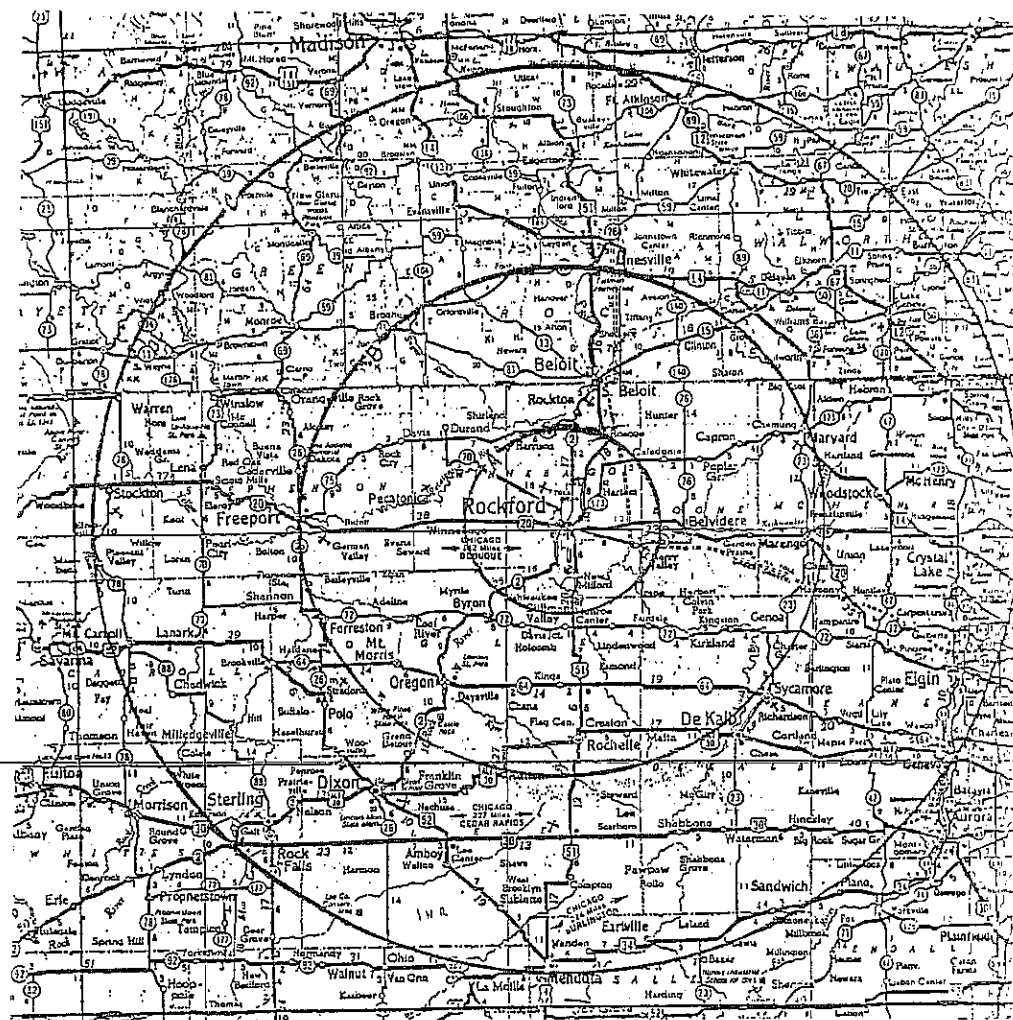
In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Retirement contributions called for in this Labor Agreement and a judgment is rendered in favor of

the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgment.

Retirement contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office". These contributions and accounting of hours worked are due on the FIFTEENTH (15th) DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH (25th) OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The union office is to supply all forms for reporting these contributions.

It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Retirement Fund. In the event that a union receives written notice from the Trustee that the Employer has failed to pay any sum due the Construction Industry Retirement Fund and that such failure has continued for forty-eight (48) hours after an Employer has received written notice thereof, the Union may withdraw the Employees from such Employers employment until all sums due from the Employer have been paid in full. Such withdrawal of Employees to collect contributions to the Construction Industry Retirement Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

If Employees are withdrawn from any job in order to collect contributions to the Construction Industry Retirement Fund, the Employees who are affected by such stoppage of work shall be paid for lost time up to sixteen (16) hours provided that two (2) days notice of the intention to remove Employees from a job is given to the Employer by the Union by registered or certified mail.



Map referred to in the 1st paragraph under Article VII - Working Conditions.

It is expressly intended and understood that the entire city limits of Janesville WI and Freeport IL are within the area bounded by circle "A" and circle "B".

ADDENDUM "A"

TILE LAYERS

JUNE 1, 2001 - MAY 31, 2002

*	Wage:	\$22.84
	Health & Welfare:	3.40
	International Pension:	1.50
	CIF Retirement:	3.00
	IMI (International Masonry Institute):	.31
	Industry Advancement:	.04
	Apprentice Training (#6):	.05
	TOTAL:	<u>\$31.14</u>

Foreman's wages plus \$.25

*	Deduct from wages:
	Journeyman \$.99 per hour Dues Check-off
	Apprentice \$.87 per hour Dues Check-off

Wage increase effective 06/01/02 \$1.55 to be allocated

Wage increase effective 06/01/03 \$1.55 to be allocated

Wage increase effective 06/01/04 \$1.60 to be allocated

Wage increase effective 06/01/05 \$1.60 to be allocated

	<u>06/01/01</u>	<u>06/01/02</u>	<u>06/01/03</u>	<u>06/01/04</u>	<u>06/01/05</u>
Travel Expense	\$17.00	\$17.00	\$17.00	\$18.00	\$18.00
Mileage Allowance-Personal Car	\$.25	\$.25	\$.25	\$.25	\$.25
Subsistence Pay-beyond circle C	\$25.00	\$25.00	\$25.00	\$30.00	\$30.00

Apprentice Base Wage Rates: (must add benefits as per journeyman)

<u>with training</u>	<u>OR</u>	<u>without training</u>
1 st 6 months - 60% / \$13.70		1 st 6 months - 50% / \$11.42
2 nd 6 months - 65% / \$14.85		2 nd 6 months - 50% / \$11.42
		3 rd 6 months - 70% / \$15.99
		4 th 6 months - 75% / \$17.13
		5 th 6 months - 80% / \$18.27
		6 th 6 months - 90% / \$20.56

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

ADDENDUM "A"

TILE MASONS

(FINISHERS)

JUNE 1, 2001 - MAY 31, 2002

*	Wage:	\$20.53
	Health & Welfare:	3.40
	International Pension:	1.35
	CIF Retirement:	1.95
	IMI (International Masonry Institute):	.28
	Industry Advancement:	.04
	Apprentice Training (#6):	.05
	TOTAL:	<u>\$27.60</u>

*	Deduct from wages:
	Journeyman \$.89 per hour Dues Check-off
	Probation \$.78 per hour Dues Check-off

Wage increase effective 06/01/02 \$1.35 to be allocated

Wage increase effective 06/01/03 \$1.35 to be allocated

Wage increase effective 06/01/04 \$1.40 to be allocated

Wage increase effective 06/01/05 \$1.40 to be allocated

	<u>06/01/01</u>	<u>06/01/02</u>	<u>06/01/03</u>	<u>06/01/04</u>	<u>06/01/05</u>
Travel Expense	\$15.00	\$15.00	\$15.00	\$16.00	\$16.00
Mileage Allowance-Personal Car	\$.25	\$.25	\$.25	\$.25	\$.25
Subsistence Pay-beyond circle C	\$25.00	\$25.00	\$25.00	\$30.00	\$30.00

Probationary Period (must add benefits as per journeyman)

1 st 6 months - 50% / \$10.27	3 rd 6 months - 80% / \$16.42
2 nd 6 months - 70% / \$14.37	4 th 6 months - 90% / \$18.48

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS

4477 Linden Rd., Suite C • Rockford, IL 61109 • Telephone (815) 874-1817 • Fax (815) 874-5123

ADDENDUM "A-2"

**ROCKFORD CHAPTER
 TILE LAYERS**

JUNE 1, 2002 - MAY 31, 2003

* Wage:	\$23.52
Health & Welfare:	3.75
International Pension:	1.50
CIF Retirement:	3.50
IMI (International Masonry Institute):	.33
Industry Advancement:	.04
Apprentice Training (#6):	.05
TOTAL:	\$32.69

Foreman's wages plus \$.25

* Deduct from wages:	
Journeyman	\$1.04 per hour Dues Check-off
Apprentice	\$.91 per hour dues Check-off

Wage increase effective	06/01/03	\$1.55 to be allocated
Wage increase effective	06/01/04	\$1.60 to be allocated
Wage increase effective	06/01/05	\$1.60 to be allocated

	06/01/02	06/01/03	06/01/04	06/01/05
Travel Expense	\$17.00	\$17.00	\$18.00	\$18.00
Mileage Allowance-Personal Car	\$.25	\$.25	\$.25	\$.25
Subsistence Pay-beyond circle C	\$25.00	\$25.00	\$30.00	\$30.00

Apprentice Base Wage Rates: (must add benefits as per journeyman)

with training	OR	without training
1 st 6 months - 60% / \$14.11		1 st 6 months - 50% / \$11.76
2 nd 6 months - 65% / \$15.29		2 nd 6 months - 50% / \$11.76
3 rd 6 months - 70% / \$16.46		
4 th 6 months - 75% / \$17.64		
5 th 6 months - 80% / \$18.82		
6 th 6 months - 90% / \$21.17		

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS

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ADDENDUM "A-2"

**ROCKFORD CHAPTER
 TILE MASONS**

JUNE 1, 2002 - MAY 31, 2003

(FINISHERS)

* Wage:	\$21.52
Health & Welfare:	3.75
International Pension:	1.35
CIF Retirement:	1.95
IMI (International Masonry Institute):	.29
Industry Advancement:	.04
Apprentice Training (#6):	.05
TOTAL:	\$28.95

* Deduct from wages:	
Journeyman	\$.93 per hour Dues Check-off
Probation	\$.81 per hour Dues Check-off

Wage increase effective	06/01/03	\$1.35 to be allocated
Wage increase effective	06/01/04	\$1.40 to be allocated
Wage increase effective	06/01/05	\$1.40 to be allocated

	06/01/02	06/01/03	06/01/04	06/01/05
Travel Expense	\$15.00	\$15.00	\$16.00	\$16.00
Mileage Allowance-Personal Car	\$.25	\$.25	\$.25	\$.25
Subsistence Pay-beyond circle C	\$25.00	\$25.00	\$30.00	\$30.00

Probationary period (must add benefits as per journeyman)

1 st 6 months - 50% / \$10.76	3 rd 6 months - 80% / \$17.22
2 nd 6 months - 70% / \$15.06	4 th 6 months - 90% / \$19.37

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS

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ADDENDUM "A-3"

**ROCKFORD CHAPTER
 TILE SETTERS**

JUNE 1, 2003 - MAY 31, 2004

* Wage:	\$24.42
Health & Welfare:	4.35
International Pension:	1.50
CIF Retirement:	3.50
IMI (International Masonry Institute):	.34
Industry Advancement:	.06
Apprentice Training (#6):	.07
TOTAL:	\$34.24

Foreman's wages plus \$.25

* Deduct from wages:	
Journeyman	\$1.08 per hour Dues Check-off
Apprentice	\$.94 per hour dues Check-off

Wage increase effective	06/01/04	\$1.60 to be allocated
Wage increase effective	06/01/05	\$1.60 to be allocated

	06/01/03	06/01/04	06/01/05
Travel Expense	\$17.00	\$18.00	\$18.00
Mileage Allowance-Personal Car	\$.25	\$.25	\$.25
Subsistence Pay-beyond circle C	\$25.00	\$30.00	\$30.00

Apprentice Base Wage Rates: (must add benefits as per journeyman)
with training OR without training

1 st 6 months - 60% / \$14.65	1 st 6 months - 50% / \$12.21
2 nd 6 months - 65% / \$15.87	2 nd 6 months - 50% / \$12.21
3 rd 6 months - 70% / \$17.09	
4 th 6 months - 75% / \$18.32	
5 th 6 months - 80% / \$19.54	
6 th 6 months - 80% / \$21.98	

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS

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ADDENDUM "A-3"

**ROCKFORD CHAPTER
 TILE FINISHERS**

JUNE 1, 2003 - MAY 31, 2004

* Wage:	\$22.02
Health & Welfare:	4.35
International Pension:	1.50
CIF Retirement:	2.00
IMI (International Masonry Institute):	.30
Industry Advancement:	.06
Apprentice Training (#6):	.07
TOTAL:	\$30.30

* Deduct from wages:	
Journeyman	\$.97 per hour Dues Check-off
Probation	\$.85 per hour Dues Check-off

Wage increase effective	06/01/04	\$1.40 to be allocated
Wage increase effective	06/01/05	\$1.40 to be allocated

	06/01/03	06/01/04	06/01/05
Travel Expense	\$15.00	\$16.00	\$16.00
Mileage Allowance-Personal Car	\$.25	\$.25	\$.25
Subsistence Pay-beyond circle C	\$25.00	\$30.00	\$30.00

<u>Probationary period</u> (must add benefits as per journeyman)	
1 st 6 months - 50% / \$11.02	3 rd 6 months - 80% / \$17.63
2 nd 6 months - 70% / \$15.43	4 th 6 months - 90% / \$19.84

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS
661 Southrock Drive • Rockford, IL 61102 • Telephone (815) 963-5311 • Fax (815) 963-5332



APPENDUM "A-4"
ROCKFORD CHAPTER
TILE SETTERS
JUNE 1, 2004 - MAY 31, 2005

*	Wage:	\$25.53
	Health & Welfare:	4.80
	International Pension:	1.50
	GIF Retirement:	3.50
	IMI (International Masonry Institute):	.36
	Industry Advancement:	.06
	Apprentice Training (#6):	.09
	TOTAL:	<u>\$35.84</u>

Foreman's wages plus \$.25

*	Deduct from wages:
	Journeyman \$1.14 per hour Dues Check-off
	Apprentice \$1.00 per hour dues Check-off

Wage increase effective 06/01/05 \$1.60 to be allocated

	<u>06/01/04 - 06/01/05</u>
Travel Expense	\$18.00 \$18.00
Mileage Allowance-Personal Car	\$.25 \$.25
Subsistence Pay-beyond circle C	\$30.00 \$30.00

Apprentice Base Wage Rates: (must add benefits as per journeyman)

1 st 6 months - 50% / \$12.77
2 nd 6 months - 60% / \$15.32
3 rd 6 months - 65% / \$16.59
4 th 6 months - 70% / \$17.87
5 th 6 months - 75% / \$19.15
6 th 6 months - 80% / \$20.42
7 th 6 months - 90% / \$22.98

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago

LOCAL UNION NO. 6 ILLINOIS
BRICKLAYERS & ALLIED CRAFTWORKERS
661 Southrock Drive • Rockford, IL 61102 • Telephone (815) 963-5311 • Fax (815) 963-5332



APPENDUM "A-4"
ROCKFORD CHAPTER
TILE FINISHERS
JUNE 1, 2004 - MAY 31, 2005

*	Wage:	\$22.93
	Health & Welfare:	4.80
	International Pension:	1.50
	GIF Retirement:	2.00
	IMI (International Masonry Institute):	.32
	Industry Advancement:	.06
	Apprentice Training (#6):	.09
	TOTAL:	<u>\$31.70</u>

*	Deduct from wages:
	Journeyman \$1.01 per hour Dues Check-off
	Probation \$.88 per hour Dues Check-off

Wage increase effective 06/01/05 \$1.40 to be allocated

	<u>06/01/04 - 06/01/05</u>
Travel Expense	\$16.00 \$16.00
Mileage Allowance-Personal Car	\$.25 \$.25
Subsistence Pay-beyond circle C	\$30.00 \$30.00

Probationary period (must add benefits as per journeyman)

1 st 6 months - 50% / \$11.47	3 rd 6 months - 80% / \$18.34
2 nd 6 months - 70% / \$16.05	4 th 6 months - 90% / \$20.64

GEOGRAPHIC JURISDICTION

Counties: Boone, Carroll, JoDavies, Lee, Ogle, Stephenson, Whiteside, Winnebago